

General Terms

IMPORTANT NOTICE

Your attention is drawn in particular to clauses rendered in bold capitals in these terms. What follows is a summary for your convenience and does not form part of the agreement between you and Cape Town Cycle Tour Trust. It is your responsibility to read the clauses referred to:

- If the participant is a minor, i.e. younger than 18, he or she may not participate unless his or her parent(s) or legal guardian(s) have agreed to be bound by these terms (clause 5.1).
- You acknowledge that there are risks and hazards associated with an event of this nature (clause 6.3).
- You limit Cape Town Cycle Tour Trust's liability and indemnify Cape Town Cycle Tour Trust for various acts or omissions (clause 7).
- You agree to indemnify the service providers of the Cape Town Cycle Tour Trust from and against, any loss, damage, injury, disability, death, expense, cost or liability (clause 8).
- The rules for each event are available on the Website for the event and in the Event Entry Terms and Conditions or upon request from the event organiser (clause 10.1).
- You give Cape Town Cycle Tour Trust permission to use certain of your personal information (clause 11).

1. **What is this agreement about?**

- 1.1. In broad terms, this is an agreement between you and the Cape Town Cycle Tour Trust that sets out our general account terms applicable to each user of the Cape Town Cycle Tour Website and each participant in a Cape Town Cycle Tour Trust Event. It is important that you read and understand the contents hereof, as you will be bound to these terms.

2. **Contact information**

- 2.1. If you have any questions or queries, please contact us at:

Cape Town Cycle Tour Trust

Registration number: IT3818/99

Physical address: 65 Ave De Mist, Rondebosch, Cape Town

Postal Address: P O Box 783, Rondebosch, 7701

Tel: +27 87 820 4223

Email address: info@cycletour.co.za

3. **Cooling Off Period**

- 3.1. ENTRANTS WHO ARE PROFESSIONAL RIDERS (DETERMINED AT OUR SOLE DISCRETION) ARE ENTITLED TO CANCEL, WITHOUT REASON AND WITHOUT PENALTY, ANY ENTRY WITHIN 7 (SEVEN) DAYS AFTER THE DATE OF ENTRY. SUCH PROFESSIONAL RIDERS WILL BE ENTITLED TO A FULL REFUND OF THE ENTRY FEE LESS CANCELLATION FEE; THE REFUND WILL BE MADE WITHIN 30 DAYS OF THE DATE OF CANCELLATION.
- 3.2. TIMING BOARDS AND MERCHANDISE CANNOT BE RETURNED OR REFUNDED.

4. Payment Terms

- 4.1. There is no charge for registering an account and uploading information on our website, but there are entry fees for each Cape Town Cycle Tour Trust Event.
- 4.2. At checkout, the transaction details are presented to the bank and payment is collected immediately. If the bank's authorisation is not obtained, the order will be cancelled. Payment may be made via Visa, MasterCard and, where available, Diners or American Express credit cards.
- 4.3. If your entry fee is paid by way of a donation, the donor must pay the fee on checkout of the transaction.
- 4.4. All payments are made in South African rands (ZAR). Your total order price will include the price of the purchase plus any applicable sales tax (VAT).
- 4.5. You acknowledge that depending on your residence and geographical position, taxes may be added to the entry fee. Value added tax at the prevailing rate is charged on all orders.
- 4.6. Once payment is made, it is deemed that you have read and understood these terms so don't make a purchase through this Website unless you understand and agree to all the Terms and Conditions.
- 4.7. We reserve the right to change pricing at any time without prior notice.
- 4.8. Our payment gateways use the strictest form of encryption, and no credit card details are stored on the Website.

5. Children's participation in events

- 5.1. IF THE PARTICIPANT IS A MINOR, I.E. YOUNGER THAN 18, HE OR SHE MAY NOT PARTICIPATE IN THE EVENT UNLESS HIS OR HER PARENT(S) OR LEGAL GUARDIAN(S), HAVE AGREED TO BE BOUND BY THESE TERMS.
- 5.2. BY GIVING PERMISSION FOR A MINOR TO PARTICIPATE IN THE EVENT AND ACCEPTING THESE TERMS, YOU AGREE NOT TO BRING ANY CLAIMS AGAINST US FOR LOSSES OR DAMAGES THE MINOR MAY SUFFER AS A RESULT OF INJURY OR DEATH HE/SHE MAY HAVE SUFFERED AS A RESULT OF THEIR PARTICIPATION IN THE EVENT. YOU ALSO AGREE TO ONLY CLAIM ON HIS/HER BEHALF FOR LOSSES, DAMAGES AND INJURIES HE/SHE MAY SUFFER AS A RESULT OF HIS/HER PARTICIPATION IN THE EVENT TO EXTENT ALLOWED FOR IN THESE TERMS.
- 5.3. IF YOU ARE ENTERING ON BEHALF OF A MINOR, YOU AGREE AND ACKNOWLEDGE ON BEHALF OF THE MINOR AGREES TO INDEMNIFY US FOR ANY CLAIM THE MINOR MAY HAVE IN HIS/HER PERSONAL CAPACITY ONCE HE/SHE TURNS 18 YEARS OF AGE.
- 5.4. IF YOU ARE ENTERING ON BEHALF OF A MINOR, YOU CONFIRM THAT YOU ARE DULY AUTHORIZED IN LAW TO ACT AND LEGALLY BIND THE MINOR. YOU AGREE TO HOLD US HARMLESS FROM ANY CLAIMS AGAINST US AS A RESULT OF THE ABSENCE OF SUCH LEGAL AUTHORITY.

6. Risks associated with the event

- 6.1. Each Cape Town Cycle Tour Trust Event has many riders and includes a combination of professionals and novices.
- 6.2. Each event is a large sports event attracting large numbers of participants, even more spectators and takes place at high speeds on an extended course running over a varied terrain that could include urban areas, nature reserves, mountainous terrain and gravel roads. You accept that we cannot manage all potential risks, even foreseen ones, otherwise it would not be feasible to organise an event.
- 6.3. YOU THEREFORE UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS AND HAZARDS ASSOCIATED WITH AN EVENT OF THIS NATURE AND THAT THE POSSIBLE EFFECTS OF THESE RISKS CAN RANGE FROM MINOR INJURIES TO SEVERE INJURIES TO DEATH, AND IN RELATION TO YOUR PROPERTY CAN RANGE FROM MINOR DAMAGE TO SEVERE DAMAGE TO COMPLETE DESTRUCTION OR LOSS.

7. Limitation of Liability and Indemnity

- 7.1. This Limitation of Liability and Indemnity applies to all participants and is in favour of us and other parties that may be indicated. It does not matter who or how you entered for an event (being any event organised by the Cape Town Cycle Tour Trust).
- 7.2. Each entrant warrants that he/she has not been suspended or banned from participating in an event.
- 7.3. You understand and acknowledge that you attend, enter and/or participate in a Cape Town Cycle Tour Trust Event entirely at your own risk and each rider is obliged to strictly adhere to all applicable rules, directives and instructions of the organisers and the Trustees of the Cape Town Cycle Tour Trust in respect of an event.
- 7.4. TO THE EXTENT PERMISSIBLE BY LAW, EACH RIDER ACCEPTS THAT THE CAPE TOWN CYCLE TOUR TRUST, ITS TRUSTEES, THE ORGANISERS (HEREINAFTER REFERRED TO AS ENTITIES) ACCEPT NO RESPONSIBILITY OR LIABILITY FOR AND AGREES TO INDEMNIFY THESE ENTITIES FROM AND AGAINST, ANY LOSS, DAMAGE, INJURY, DISABILITY, DEATH, EXPENSE, COST OR LIABILITY OF WHATSOEVER NATURE SUFFERED BY THE RIDER, HIS/HER ESTATE AND/OR HIS/HER DEPENDENTS WHICH IN ANY MANNER, IN WHOLE OR IN PART, ARISE DIRECTLY OR INDIRECTLY FROM HIS/HER PARTICIPATION IN AN EVENT OR ANY OF THE ACTIVITIES ASSOCIATED THEREWITH OR INCIDENTAL THERETO, USE OF FACILITIES AND/OR AMENITIES OR BY REASON OF DEFECTIVE MATERIAL OR EQUIPMENT OR BY WAY OF ANY HUMAN OR MECHANICAL ERROR, DEFAULT OR FAILURE OR FROM ANY OTHER CAUSE WHATSOEVER.
- 7.5. WE DO NOT UNDER ANY CIRCUMSTANCES ACCEPT LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR AGGRAVATED DAMAGE.
- 7.6. THE EVENT IS ORGANISED ON A BEST EFFORT BASIS AND ALL WARRANTIES AS TO THE QUALITY OF THE EVENT ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMISSIBLE AT LAW.
- 7.7. YOU AGREE THAT WE DO NOT UNDER ANY CIRCUMSTANCES ACCEPT ANY LIABILITY FOR INCORRECT SEEDING/TIMING/RESULTS, SPECIFICALLY ANY ELITE RACING RESULTS (WHICH ARE MANAGED BY CYCLING SOUTH AFRICA).

7.8. YOU AGREE THAT THIS LIMITATION OF OUR LIABILITY APPLIES TO YOU, YOUR ESTATE AND YOUR DEPENDENTS.

7.9. The content of the Limitation of Liability and Indemnity must be interpreted to the extent necessary to ensure compliance with the Consumer Protection Act 68 of 2008. If a court finds that any part of this Limitation of Liability and Indemnity is void such finding will only apply to that part and the rest will remain valid and binding.

8. Third Party Indemnity

8.1. You agree to indemnify the third parties that act as our service providers for events that we organise and you participate in from and against any loss, damage, injury, disability, death, expense, cost or liability of whatsoever nature suffered by you, your estate and/or your dependents which in any manner, in whole or in part, arise directly or indirectly from your participation in or attendance at the event or any of the activities associated therewith or incidental thereto, use of facilities and/or amenities or by reason of defective material or equipment or by way of any human or mechanical error, default or failure or from any other cause whatsoever and any claims as a result of loss suffered.

8.2. Doctors, paramedics and other medical personnel who attend to you at the event do so independently from us and they are not our representatives or contractors. It is your choice to make use of these services and you do so at your own risk.

8.3. You may be required to indemnify certain specific third parties for particular events in the same way as described in clause 8.1, and these parties will be identified in the rules of the individual events.

9. Insurance

9.1. We have a public liability insurance policy in place, but our insurance cover may only pay out subject to the policy's terms.

10. Rules of the event

10.1. THE RULES FOR EACH EVENT ARE AVAILABLE ON THE WEBSITE FOR THE EVENT AND IN THE EVENT ENTRY TERMS AND CONDITIONS OR UPON REQUEST FROM THE EVENT ORGANISER. OUR RULES ARE THERE TO PROMOTE YOUR SAFETY, AND YOU AGREE TO STRICTLY ADHERE TO ALL APPLICABLE RULES, DIRECTIVES AND INSTRUCTIONS OF THE ORGANISERS AND THE TRUSTEES OF THE CAPE TOWN CYCLE TOUR TRUST IN RESPECT OF THE EVENT.

10.2. Other rules also apply to the event, such as the rules of sporting codes or bodies, the road, local government rules and any rules that apply to a facility or area used for the event.

11. Personal information

11.1. YOU HEREBY EXPRESSLY AGREE THAT WE MAY COLLECT, USE AND SHARE YOUR PERSONAL INFORMATION THAT YOU HAVE ENTERED IN CREATING A PROFILE AND ENTERING AN EVENT ON THE BASIS AND WITH THE PEOPLE AS SET OUT IN OUR PRIVACY POLICY AVAILABLE AT <https://ctcttwebdownloads.blob.core.windows.net/singledownloads/PrivacyPolicy.pdf>.

12. Photographs taken at events

12.1. Riders may consent to their photographs being taken during an event.

- 12.2. If a rider consent to his or her photograph being taken at an event, he or she further consents to the use of all photographic or video material pertaining to his or her participation in an event organised by us during any activity deemed to be part of the event and other official event activities at any time in the present or future.

13. Disputes

- 13.1. Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties must try to resolve the dispute by negotiation. This entails that the one Party should invite the other in writing to meet and attempt to resolve the dispute within 10 (ten) Business Days from date of written invitation.
- 13.2. If the dispute has not been resolved by such negotiation, either of the Parties may submit, by written notice to the other Party, the dispute to the Arbitration Foundation of Southern Africa (“AFSA”) for administered mediation, upon the terms set by the AFSA Secretariat. The receipt by either party of a notice as aforesaid, will constitute the submission of the dispute to arbitration for the purposes of delaying the completion of prescription in terms of section 13 of the Prescription Act No. 68 of 1969 or the corresponding provisions in any amendment thereto or replacement legislation.
- 13.3. Failing such a resolution, the dispute, if arbitrable in law, will be finally resolved in accordance with the Rules of the AFSA by an arbitrator or arbitrators appointed by AFSA.
- 13.4. This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and neither of the Parties will be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause.
- 13.5. The foregoing will not restrict the right of the Parties to apply to a competent court for relief of an urgent nature or should its intellectual property rights be violated or threatened.

14. Jurisdiction

- 14.1. These terms are governed by and construed in accordance with the law of the Republic of South Africa; you and the CTCTT both agree to submit any dispute arising out of these terms to the exclusive jurisdiction of the courts of the Republic of South Africa.

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